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LONG ISLAND

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK

WELLS FARGO BANK, N.A., Plaintiff, v. VALLEY NATIONAL BANK, KEVIN CHITTENDEN, SHAWN CASSIDY, AND JOSEPH J. CARRELLO, Defendants.	CIVIL ACTION No.: CV17 3424 **[PROPOSED] ORDER GRANTING PLAINTIFF'S ORDER TO SHOW CAUSE FOR A TEMPORARY RESTRAINING ORDER**

SEYBERT, J.

TOMLINSON, M.J.

AND NOW, this 7th day of June, 2017, upon consideration of the Verified Complaint and Order to Show Cause of Plaintiff Wells Fargo Bank, N.A. ("Wells Fargo"), and having determined that:

1. The rights of Wells Fargo with respect to its property, trade secrets, confidential and proprietary information, competitive interests, and agreements with Defendants Kevin Chittenden ('Chittenden"), Shawn Cassidy ("Cassidy"), and Joseph Carrello ("Carrello") (collectively the "Individual Defendants") are being and will continue to be violated by the Individual Defendants and Defendant Valley National Bank ("Valley National") unless they are restrained therefrom;

2. Wells Fargo will suffer irreparable harm and loss if the Individual Defendants and their new employer, Valley National are permitted to convert the trade secrets and confidential and proprietary information of Wells Fargo to their own use and benefit;

3. Wells Fargo will suffer irreparable harm and loss if the Individual Defendants and Valley National are permitted to solicit Wells Fargo's employees in violation of Wells Fargo's

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rights with respect to its property, trade secrets, confidential and proprietary information, competitive interests, and signed agreement with the Individual Defendants;

4. Wells Fargo will suffer irreparable harm in the absence of injunctive relief and has no adequate remedy at law;

5. Greater injury will be inflicted upon Wells Fargo by denial of temporary injunctive relief than would be inflicted upon the Individual Defendants and Valley National by the granting of such relief; and

6. The issuance of injunctive relief will serve the public interest in the protection of trade secrets and the enforcement of reasonable contracts.

IT IS HEREBY ORDERED AND DECREED THAT:

1. A Temporary Restraining Order shall issue immediately and that security in the amount of $_______________ be given by Wells Fargo no later than the ______ day of June, 2017;

2. The Individual Defendants are each enjoined and restrained, directly or indirectly, whether alone or in concert with others, including but not limited to any officer, agent, employee and/or representative of Valley National or any employer, from:

(i) directly or indirectly, influencing or advising any other person to employ or solicit for employment anyone who is, as of the date of the Individual Employee's separation from Wells Fargo, in the service of Wells Fargo;

(ii) directly or indirectly, influencing or advising any person who is or shall be in the service of Wells Fargo to leave the service of Wells Fargo;

(iii) retaining, using, possessing, disclosing to any person, or facilitating the use of or assisting others to use, the Company data, secrets, and confidential information as described herein and in the Agreements of Chittenden, Cassidy, and Carrello, with Wells Fargo;

(iv) otherwise engaging in any activity in breach of the Agreements of Chittenden, Cassidy, and Carrello, with Wells Fargo;

~~3. The Individual Defendants shall each identify any and all individuals, companies,~~ or organizations to whom he disclosed, disseminated, or transmitted for any purpose, any of Wells Fargo's confidential and proprietary information, including any data, property, materials, documents, records and information relating to the clients, customers, prospects, business, or activities of Wells Fargo.

4. The Individual Defendants shall protect and safeguard Wells Fargo's confidential and proprietary information, including any data, property, materials, documents, records, and information relating to the clients, customers, prospects, business or activities of Wells Fargo.

5. Teach of the Individual Defendants and anyone acting in concert or participation with them, including but not limited to their counsel, and any agent, employee, officer, or representative of Valley National or any employer (subsequent to his employment with Wells Fargo), are further ordered to return to Wells Fargo's counsel any and all records or information obtained by the Individual Defendants as a result of their employment with Wells Fargo, or re-creations, or derivations of any such information, whether in original, copied, computerized, handwritten, transcribed, re-created or any other form, and to purge any such information from her possession, custody, or control, within 24 hours of notice to the Individual Defendants or their counsel of the terms of this Order; provided, however, that any information in computerized or electronic form (including but not limited to computers, tablets, smartphones, Blackberries, iPhone, iPads, Treos, Palm Pilots, mobile telephones, compact or floppy discs, flash (thumb) drives, cloud storage, and any other device or media in or on which data can be electronically stored) shall be provided by the Individual Defendants to their counsel within 24 hours of notice to them or their counsel of the terms of the Court's Order, and counsel shall preserve the ~~integrity of such data, devices, and storage media, and shall immediately (and in no event later~~

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than 3 calendar days after the entry of this Order) make any and all such data, devices, and media available for inspection, imaging, and duplication by Wells Fargo's counsel and/or Wells Fargo's computer forensic consultants.

6. The Individual Defendants shall immediately thereafter make available to Wells Fargo their personal computers, tablets, PDAs/smart phones/cellular devices, hard drives, portable drives, servers, and other computer, digital, or electronic information storage devices in his possession, custody, and control so that Wells Fargo's IT forensics consultants can inspect their computers and other devices to determine whether the documents, information, and data of Wells Fargo remains on their computer or other devices, and permanently purge and delete from such devices such documents, information and data, including any electronic data or metadata of Wells Fargo. The Individual Defendants, and anyone acting in concert with them, are precluded from reconstituting or in any way restoring any documents, information, and data deleted pursuant to this paragraph or returned to Wells Fargo pursuant to a Court Order in this action.

7. The Individual Defendants shall immediately identify and produce to Wells Fargo their passwords and/or credentials to all web based e-mail accounts and/or cloud, web-based, and/or electronic storage databases, which contain any documents or anything else relating to Wells Fargo.

8. The Individual Defendants are further ordered to sit for their depositions within seven calendar days (or at such other time as mutually agreed by the parties) concerning the matters alleged in Wells Fargo's Complaint and produce all documents, including electronically stored data containing information obtained by the Individual Defendants from Wells Fargo, including, but not limited, Wells Fargo's trade secrets and confidential and proprietary information and communications related to the solicitation of Wells Fargo's employees.

9. Service of process on the Individual Defendants and Valley National of a copy of the order and the supporting papers may be by personal service and completed ~~by~~ overnight delivery through the use of a commercial courier and shall be completed by 5 p.m. on June 9, 2017. ~~, and notice of these restrictions to any person acting in concert with the Individual Defendants and Valley National may be accomplished by email to the person's personal email address, work email address, or counsel's email.~~

10. This Order shall remain in full force and effect until such time as this Court specifically orders otherwise. A preliminary injunction hearing is scheduled on an expedited basis for June 15, 2017. at 10:00 a.m. before Judge Seybert in courtroom 1030.

BY THE COURT:

/s/ Leonard D. Wexler

LEONARD D. WEXLER, U.S.D.J.

June 7, 2017

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